

Amendment No. 1 to the Agreement of 10 January 2012

This Amendment No. 1 (the "Amendment") to the Agreement between the County of San Mateo ("County") and Palantir Technologies Inc. ("Palantir"), dated January 10, 2012, (the "Agreement") is entered into as of this 23rd day of October, 2012. Capitalized terms that appear in this Amendment shall bear the meanings set forth in the Agreement. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail.

RECITALS

WHEREAS, the parties wish to clarify terms in the Agreement as set forth below and hereby agree that this Amendment is effective pursuant to Section 13 of the Agreement.

WHEREAS, County desires, and Palantir shall provide, an Automated License Plate Reader Unification Solution utilizing the existing twelve (12) cores of Palantir Software also used in the Information and Intelligence Management Solution in accordance with the terms set forth in the Agreement, as amended by this Amendment, for an additional payment of \$250,390.38 made by County to Palantir.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

AMENDMENT

1. The second sentence of Section 3 of the Agreement (Payments) shall be amended by replacing the phrase "SIX HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$690,125.00)" with the following phrase:

SIX HUNDRED NINETY THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$690,125.00) for the Information and Intelligence Management Solution and TWO HUNDRED FIFTY THOUSAND THREE HUNDRED NINETY AND THIRTY-EIGHT CENTS (\$250,390.38) for the Automated License Plate Reader Unification Solution ("ALPR Solution").

2. The first paragraph of Section 4 of the Agreement (Term and Termination) shall be amended and restated to read as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be January 1, 2012 to December 31, 2013. This date may be extended if the parties so agree in writing, upon prior approval from the Department of Justice Office of Justice Programs.

3. Section 3 of Exhibit A (Training) of the Agreement shall be amended by renaming it as Section 3.1 and adding a new Section 3.2 immediately thereafter as follows:

3.2 TRAINING.

Palantir will offer the following training options to users of the system as needed throughout the duration of the Term.

A. Palantir Administration

For NCRIC IT and management staff regarding how to best administer the Palantir system, including both hardware and software best practices. Training also includes instruction in the use of the Palantir Enterprise Manager administrative application for management of user accounts and other functionality.

B. ALPR Training

For NCRIC staff and external Law Enforcement Agency partner users, regardless of any previous experience with Palantir, who only need access to ALPR data and functions.

C. Analyst Training

For NCRIC analysts and investigators to achieve fluency with the Palantir IMS and additional functionality gained by integration of ALPR data into the ALPR Solution.

4. The third paragraph of Section 2 of Exhibit A-1 to the Agreement (Grant of Limited License, Conditions, and Arrangements) shall be amended and restated to read as follows:

Palantir shall continue to provide support and maintenance in accordance with a separate annual support plan to be executed at an additional cost to the Licensee beginning January 1, 2014. The standard cost of the annual software maintenance and support is calculated at 20% of all of the outstanding software costs based on the discounted costs listed in this agreement. These costs are calculated by adding the previous software purchases to the pricing outlined in this Agreement for the Palantir Server Cores that are in use by the NCHIDTA/NCRIC. The NCHIDTA/NCRIC will not be charged maintenance fees for Palantir Server Cores that are not in use.

5. Paragraph 1.1.1 to Section 2 of Exhibit A-1 to the Agreement (Use) shall be amended by inserting a new second paragraph immediately after the first paragraph therein as follows:

The Software may be used only by the Licensee and the Licensee's qualified employees for processing ALPR data for the NCHIDTA/NCRIC own business purposes within the Enterprise. In addition, law enforcement personnel of other agencies working with NCHIDTA/NCRIC and sharing APLR data ("ALPR Partners") shall only be granted access to a web version of the Software to access the ALPR data; provided that such ALPR Partners accept terms and conditions governing the use of the Software prior to receiving access (for instance, taking the form of a click-through end user license agreement). Notwithstanding the foregoing, Licensee shall be responsible for any act or omission by any ALPR Partner with respect to use of the Software. Upon Palantir's request, Licensee shall provide to Palantir a list of ALPR Partners granted access to the Software. The Licensee will not permit any other third party company, person, or other entity to use the Software in any way whatsoever without prior written approval from Palantir.

6. Section 2.2 of Exhibit A-1 of the Agreement (Hardware) shall be amended by adding a new Section 2.2.3 as follows:

2.2.3 Servers for ALPR Solution

Palantir will provide a SAN disk array hardware for deployment at the NCHIDTA/NCRIC. The NCHIDTA/NCRIC will provide 2U of continuous rack space, along with 100 mbit (or greater) network connectivity.

7. Section 2.3 of Exhibit A-1 of the Agreement (Requirements) shall be amended by adding a new Sections 2.2.6 through 2.2.9 as follows:

2.3.6 Data Integrations for ALPR Solution

Palantir will make reasonable and timely efforts to, at minimum, integrate ALPR data from ten (10) agreed upon source databases, representing a combination of vendor schemas including Vigilant Video, Federal Signal, or other.

The NCHIDTA/NCRIC will be responsible for establishing connectivity to the networks that contain the source databases, including creation of LAN-to-LAN tunnels where necessary or access to public facing web services.

Should planned integrations not be possible due to technical or political reasons, Palantir and the NCHIDTA/NCRIC will agree upon alternative data source(s) to integrate in lieu of integrations mentioned above.

2.3.7 Data Search and Alert Notifications for ALPR Solution

Software will provide functionality for users to query the database via, at a minimum, license plate number (full or partial), geographic location, and date range. These parameters can also be utilized to set up alert triggers that will notify the creator via email, or other methods, when a match is found.

2.3.8 Integration between Palantir and third party software for ALPR Solution

Palantir will provide access to the unified ALPR database for other Intelligence Management Systems, including but not limited to ARIES and CopLink, to query or consume. Replication of the database is also necessary for backup / disaster recovery purposes.

2.3.9 Training for ALPR Solution

Analyst training - Palantir will provide introductory (6-8 hour) analyst training for up to 50 users on-site at the NCHIDTA/NCRIC. Palantir will provide advanced (2-4 hour) analyst training for up to 50 users on-site at the NCHIDTA/NCRIC.

Palantir will train NCHIDTA/NCRIC technical staff on how to maintain the Palantir system and update the system to accommodate modifications to the datasources.

Training/staging instance - Palantir will utilize the production hardware to provide a training/staging instance of the production system.

8. Section 2.2 of Exhibit A-1 of the Agreement (Privacy/Civil Liberties) shall be amended by renaming it Section 2.4 and adding a new Section 2.4.2 and 2.4.3 as follows:

2.4.2 At the direction of NCHIDTA/NCRIC Palantir will configure the ALPR Solution to enable the NCHIDTA/NCRIC to meet or exceed all of the software-based requirements in 28 CFR part 23 for information sharing, security, auditing, and

privacy/civil liberties protection applicable to NCHIDTA/NCRIC. Notwithstanding the foregoing, this does not expand the scope of the warranty set forth in Section 2.1 hereof, nor is Palantir liable for NCHIDTA/NCRIC's compliance (or failure to comply) with 28 CFR part 23.

2.4.3 At the direction of NCHIDTA/NCRIC, Palantir will configure the ALPR to enable ALPR data and imagery to be purged once a predefined lifespan has expired for each record. NCHIDTA/NCRIC will provide the desired retention period and any modifications thereto, which will comply with applicable laws.

9. Section 3.1 of Exhibit A-1 of the Agreement (Miscellaneous) shall be amended by adding in a new Section 3.1.8 as follows:

3.1.8 Oracle Requirements. To the extent applicable, the following terms and conditions are required by Oracle in order to distribute Oracle's software products with Software and are incorporated herein: (a) use of Software is restricted to the internal business operations of Customer and Customer shall be responsible for its agents' or contractors' use of Software and compliance with this Agreement; (b) to the extent permitted by law, Oracle shall not be liable for any damages, whether direct, indirect, incidental, special, punitive, or consequential, and any loss of profits, revenue, data or data use, arising from the use of Oracle's software products; (c) Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (d) the Oracle software products are subject to a restricted license and may only be used in conjunction with Software; (e) Palantir is permitted to audit Customer's use of Oracle's software products, and Customer shall provide reasonable assistance and access to information in the course of such audit and permit Palantir to report the audit results to Oracle or to assign Palantir's right to audit Customer's use of Oracle's software products to Oracle. Oracle shall not be responsible for any of Palantir's or Customer's costs incurred in cooperating with the audit when Palantir assigns its right to audit Oracle's software products to Oracle; (f) Oracle shall be a third party beneficiary with respect to Palantir's rights and Customer's obligations under this Agreement; (g) the Uniform Computer Information Transactions Act shall not apply to this Agreement; (h) some Oracle software products may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement; (i) third party technology that may be appropriate or necessary for use with some Oracle software products is specified in the Software documentation or as otherwise notified by Palantir and such third party technology is licensed to Customer only for use with Software under the terms of the third party license agreement specified in the Software documentation or as otherwise notified by Palantir and not under the terms of this Agreement.

10. Exhibit B of the Agreement (Payments and Rates) shall be amended by adding in the new payment for the ALPR Solution as Section 2 as follows:

2. PRICE SCHEDULE FOR ALPR SOLUTION

Product	Line Item Description	Quantity	Price
Palantir ALPR Solution	Integration of ALPR data and functionality	1	\$130,000.00
Support and Maintenance – covers all cores in Palantir IMS and ALPR Solution	Support and Maintenance for all twelve (12) cores of Palantir Software utilized by NCRIC in both Intelligence Management System and ALPR Solution through December 31, 2013	N/A	\$60,000.00
Storage Area Network Hardware	SAN disk array to be deployed at NCRIC for storage capacity of ALPR data and images	1	\$55,659.34
Sales Tax (8.5%)			\$4,731.04
Shipping & Handling	For SAN Hardware	N/A	\$0.00
Total Price			\$250,390.38

County shall pay Contractor in full on or by October 31 2012 upon Palantir's delivery of hardware and completion of data integrations with ALPR Partners, or substantial progress towards those integrations.

Except for the amendments set forth above, the Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

PALANTIR TECHNOLOGIES INC.

By: Matt Long

Print Name: Matt Long

Title: General Counsel

Date: 11/19/2012

COUNTY OF SAN MATEO

By: Greg Munks

Print Name: Greg Munks

Title: Sheriff

Date: 11/17/2012